

1 **ARTICLE 10**
2 **HOLIDAYS**
3

4 **10.1 Paid Holidays**

5 Employees will be provided the following paid nonworking holidays per year:

6	New Year's Day	January 1
7	Martin Luther King Jr.'s Birthday	Third Monday in January
8	Presidents' Day	Third Monday in February
9	Memorial Day	Last Monday in May
10	Independence Day	July 4
11	Labor Day	First Monday in September
12	Veteran's Day	November 11
13	Thanksgiving Day	Fourth Thursday in November
14	The Friday immediately following Thanksgiving day	
15	Christmas Day	December 25

16
17 **10.2 Holiday Rules**

18 The following rules apply to all holidays except the personal holiday:
19

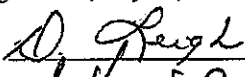
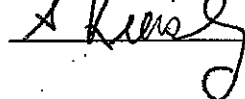
- 20 A. Employees will be paid at a straight-time rate even though they do not
21 work.
22
- 23 B. In addition to Subsection A above, employees will be paid for the hours
24 actually worked on a holiday at the overtime rate, in accordance with
25 Article 7, Overtime.
26

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1 C. For full-time employees with a Monday-through-Friday work schedule:

2
3 1. When a holiday falls on a Saturday, the Friday before will be the
4 holiday.

5
6 2. When a holiday falls on a Sunday, the following Monday will be
7 the holiday.

8
9 D. For full-time employees who do not have a Monday-through-Friday work
10 schedule:

11
12 1. When a holiday falls on the employee's scheduled workday, that
13 day will be considered the holiday.

14
15 2. When a holiday falls on the employee's scheduled day off, the
16 agency will treat the employee's workday before or after as the
17 holiday. An employee may request an alternate day off as his or
18 her holiday as long as the requested day off falls within the same
19 pay period as the holiday. The Employer may approve or
20 disapprove the request.

21
22 E. The holiday for night shift employees whose work schedule begins on one
23 (1) calendar day and ends on the next will be determined by the agency. It
24 will start either at:

25
26 1. The beginning of the scheduled night shift that begins on the
27 calendar holiday, or

28
29 2. The beginning of the shift that precedes the calendar holiday.
30

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1 The decision will be the same for all employees in a facility unless there is
2 agreement to do otherwise between the agency and one (1) or more
3 affected employees, or with the Union, which will constitute agreement of
4 the employees.

5
6 F. Part-time employees who ~~were employed~~ begin employment before and
7 and remain employed after the holiday ~~and for a period of at least twelve~~
8 ~~(12) calendar days during the month (but not including the holiday)~~ will be
9 compensated in cash or compensatory time for the holiday in an amount
10 proportionate to the time in pay status during the month to that required
11 for full-time employment.

12
13 G. A full-time employee who otherwise would be entitled to a holiday but is
14 on leave without pay will receive compensation for the holiday, provided
15 he or she has been in pay status for eighty (80) non-overtime or non-
16 standby hours during the month, not counting the holiday. Compensation
17 for holidays for other than full-time employees during leave without pay
18 will be proportionate to the time in pay status required for full-time
19 employment. The employee must be employed before and after the
20 holiday and for a period of at least twelve (12) calendar days during the
21 month in addition to the holiday.

22
23 **10.3 Personal Holidays**

24 An employee may select one (1) workday as a personal holiday during the
25 calendar year if the employee has been or is scheduled to be continuously
26 employed by the state for more than four (4) months.

27
28 A. An employee who is scheduled to work less than six (6) continuous
29 months over a period covering two (2) calendar years will receive only
30 one (1) personal holiday during this period.

- 1.
- 2 B. The Employer will release the employee from work on the day selected as
- 3 the personal holiday, provided:
- 4
- 5 1. The employee has given at least fourteen (14) calendar days'
- 6 written notice to the supervisor. However, the employee and
- 7 supervisor may agree upon an earlier date, and
- 8
- 9 2. The number of employees selecting a particular day off does not
- 10 prevent the agency from providing continued public service.
- 11
- 12 C. Personal holidays must be taken during the calendar year or the
- 13 entitlement to the day will lapse, except that the entitlement will carry
- 14 over to the following year when an otherwise qualified employee has
- 15 requested a personal holiday and the request has been denied.
- 16
- 17 D. Agencies may establish qualifying policies for determining which of the
- 18 requests for a particular date will or will not be granted when the number
- 19 of requests for a personal holiday would impair operational necessity.
- 20
- 21 E. Part-time employees who are employed during the month in which the
- 22 personal holiday is taken will be compensated for the personal holiday in
- 23 an amount proportionate to the time in pay status during the month to that
- 24 required for full-time employment.
- 25
- 26 F. A personal holiday for full-time employees will be equivalent to their
- 27 work shift on the day selected for personal holiday absence.
- 28
- 29 G. Part or all of a personal holiday may be donated as shared leave, in
- 30 accordance with Article 14, Shared Leave. Any portion of a personal

1 holiday that remains or is returned to the employee, will be taken in one
2 (1) absence, not to exceed the work shift on the day of the absence, subject
3 to the request and approval as described in Subsections B, C, and D above.
4

5 H. Upon request, an employee will be approved to use part or all of his or her
6 personal holiday for the care of family members as required by the Family
7 Care Act, WAC 296-130. Any portion of a personal holiday that remains
8 will be taken by the employee in one (1) absence, not to exceed the work
9 shift on the day of the absence, subject to request and approval as
10 described in Subsections B, C, and D above.
11

12 10.4 This Article does not apply to the Teachers Bargaining Unit at the School for the
13 Blind.
14

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ARTICLE 11
VACATION LEAVE

11.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement. This Article does not apply to the Teachers Bargaining Unit at the School for the Blind.

11.2 Vacation Leave Credits

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

11.3 Vacation Leave Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule provided in 11.4 below. Vacation leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

11.4 Vacation Leave Accrual Rate Schedule

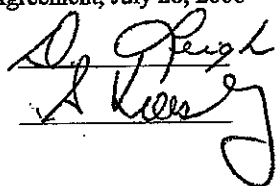
Full Years of Service	Hours Per Year
During the first year of current continuous employment	Ninety-six (96)
During the second year of current continuous employment	One hundred four (104)

Tentative Agreement, July 26, 2006

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During the third and fourth years of current continuous employment	One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment	One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment	One hundred twenty-eight (128)
During the eleventh year of total employment	One hundred thirty-six (136)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)
During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the sixteenth year of total employment and thereafter	One hundred seventy-six (176)

11.5 Vacation Scheduling for 24/7 Operations (Including the Schools for the Deaf and Blind)

A. Employees who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the current year through the end of February of the next year. The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.

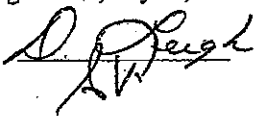
B. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be determined by seniority for up to four (4) segments of vacation. A "segment" is three (3) or more contiguous days of vacation leave.

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- 1 C. In addition to vacation leave approved in Subsection B above, employees
2 may request vacation leave at any time on a first come, first served basis.
3 Approval of supplemental requests will take into consideration the annual
4 vacation leave schedule, which will take precedence, as well as
5 operational needs.
6

7 **11.6 Vacation Scheduling for All Employees**

- 8 A. Vacation leave will be charged in one-tenth (1/10th) of an hour
9 increments.
10
11 B. When considering requests for vacation leave, the Employer will take into
12 account the desires of the employee but may require that leave be taken at
13 a time convenient to the employing office or department.
14
15 C. Vacation leave for religious observances may be granted to the extent
16 agency or program requirements permit.
17
18 D. Employees will not request or be authorized to take scheduled vacation
19 leave if they do not have sufficient vacation leave credits to cover the
20 absence.
21
22 E. When two (2) or more employees request the same vacation days off at the
23 same time, if the Employer approves leave, it will be based on seniority.
24 The Employer will consider the required skills and abilities needed to
25 meet business needs. Previously approved leave will not to be cancelled
26 in order to grant leave to a senior employee.
27

28 **11.7 Family Care**

29 Employees may use vacation leave for care of family members as required by the
30 Family Care Act, WAC 296-130.

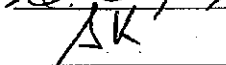
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1 **11.8 Vacation Cancellation**

2 Should the Employer be required to cancel scheduled vacation leave because of
3 an emergency or exceptional business needs, affected employees may select new
4 vacation leave from available dates.

5
6 **11.9 Vacation Leave Maximum**

7 Employees may accumulate maximum vacation balances not to exceed two
8 hundred forty (240) hours. However, there are two (2) exceptions that allow
9 vacation leave to accumulate above the maximum:

10
11 A. If an employee's request for vacation leave is denied by the Appointing
12 Authority or designee, and the employee has not exceeded the vacation
13 leave maximum (240 hours), the Employer may grant an extension for
14 each month that the Employer defers the employee's request for vacation
15 leave.

16
17 B. An employee may also accumulate vacation leave days in excess of two
18 hundred forty (240) hours as long as the employee uses the excess balance
19 prior to his or her anniversary date. Any leave in excess of the maximum
20 that is not deferred in advance of its accrual as described above, will be
21 lost on the employee's anniversary date.

22
23 **11.10 Separation**

24 Any employee who resigns with adequate notice, retires, is laid-off, or is
25 terminated by the Employer, will be entitled to payment for vacation leave credits.
26 In addition, the estate of a deceased employee will be entitled to payment for
27 vacation leave credits.
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1 G. Illness of relatives or household members, up to five (5) days for each
2 occurrence or as extended by the Employer.
3

4 **12.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes**

5 The Employer will allow an employee to use compensatory time or vacation leave
6 for sick leave purposes. An employee may be denied the ability to use
7 compensatory time or vacation leave for sick leave purposes if the employee has
8 documented attendance problems. All compensatory time or vacation leave
9 requests for sick leave purposes will indicate that the compensatory time or
10 vacation leave is being requested in lieu of sick leave.
11

12 **12.4 Restoration of Vacation Leave**

13 When a condition listed in Subsection 12.2 A, arises while the employee is on
14 vacation leave, the employee will be granted accrued sick leave, in lieu of the
15 approved vacation leave, provided that the employee requests such leave within
16 fourteen (14) calendar days of his or her return to work. The equivalent amount
17 of vacation leave will be restored. The supervisor may require a written medical
18 certificate.
19

20 **12.5 Sick Leave Reporting and Verification**

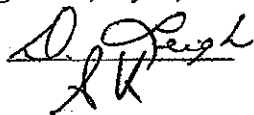
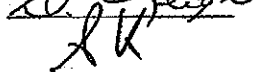
21 An employee must promptly notify his or her supervisor on the first day of sick
22 leave and each day after, unless there is mutual agreement to do otherwise. If the
23 employee is in a position where a relief replacement is necessary, the employee
24 will notify his or her supervisor at least one (1) hour prior to his or her scheduled
25 time to report to work. If the Employer suspects abuse, the Employer may require
26 a written medical certificate for any sick leave absence. In addition, an employee
27 returning to work after any sick leave absence may be required to provide written
28 certification from his or her health care provider that the employee is able to
29 return to work and perform the essential functions of the job with or without
30 reasonable accommodation.

Tentative Agreement, July 26, 2006

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2 **12.6 Carry Forward and Transfer**

3 Employees will be allowed to carry forward, from year to year of service, any
4 unused sick leave allowed under this provision, and will retain and carry forward
5 any unused sick leave accumulated prior to the effective date of this Agreement.
6 When an employee moves from one state agency to another, regardless of status,
7 the employee's accrued sick leave will be transferred to the new agency for the
8 employee's use.
9

10 **12.7 Sick Leave Annual Cash Out**

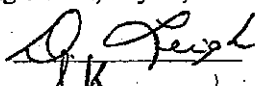

11 Each January, employees are eligible to receive cash on a one (1) hour for four (4)
12 ours basis for ninety-six (96) hours or less of their accrued sick leave, if:
13

- 14 A. Their sick leave balance at the end of the previous calendar year exceeds
15 four hundred and eighty (480) hours;
16
17 B. The converted sick leave hours do not reduce their previous calendar year
18 sick leave balance below four hundred and eighty (480) hours; and
19
20 C. They notify their payroll office by January 31st that they would like to
21 convert their sick leave hours earned during the previous calendar year,
22 minus any sick leave hours used during the previous year, to cash.
23

24 All converted hours will be deducted from the employee's sick leave
25 balance.
26

27 **12.8 Sick Leave Separation Cash Out**

28 At the time of retirement from state service or at death, an eligible employee or he
29 employee's estate will receive cash for his or her total sick leave balance on a one
30 (1) hour for four (4) hours basis. For the purposes of this Section, retirement will

1 not include "vested out of service" employees who leave funds on deposit with
2 the retirement system.

3

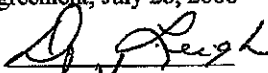
4 **12.9 Reemployment**

5 Former state employees who are re-employed within five (5) years of leaving
6 state service will be granted all unused sick leave credits they had at separation.

Tentative Agreement, July 26, 2006

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1 **ARTICLE 13**

2 **VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATIONS**

3
4 In accordance with state and federal law, agencies and employees in bargaining units may
5 agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending
6 accounts) funded by the retiree's sick leave cash out. Voluntary Employee Beneficiary
7 Associations of employees covered by this Agreement will be implemented only by
8 written agreement with the Union.
9

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L. Kierney

ARTICLE 14
SHARED LEAVE

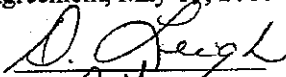
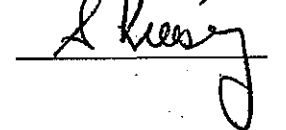
14.1 State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday. For purposes of the state leave sharing program, the following definitions apply:

- A. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. Employee's "relative" is limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.
- C. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

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1 D. "Severe" or "extraordinary" condition is defined as serious or extreme
2 and/or life threatening.
3
4
5

6 E. "Service in the uniformed services" means the performance of duty on a
7 voluntary or involuntary basis in a uniformed service under competent
8 authority and includes active duty, active duty for training, initial active
9 duty for training, inactive duty training, full-time national guard duty
10 including state-ordered active duty, and a period for which a person is
11 absent from a position of employment for the purpose of an examination
12 to determine the fitness of the person to perform any such duty.
13

14 F. "Uniformed services" means the armed forces, the army national guard,
15 and the air national guard of any state, territory, commonwealth,
16 possession, or district when engaged in active duty for training, inactive
17 duty training, full-time national guard duty, state active duty, the
18 commissioned corps of the public health service, the coast guard, and any
19 other category of persons designated by the President of the United States
20 in time of war or national emergency.
21

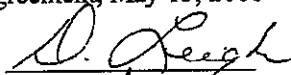
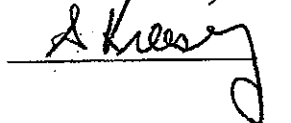
22 14.2 An employee may be eligible to receive shared leave under the following
23 conditions:
24

25 A. The employee's agency head determines that the employee meets the
26 criteria described in this Section.
27

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- 1 B. For work-related illness or injury, the employee has diligently pursued and
2 been found to be ineligible for benefits under RCW 51.32 if the employee
3 qualifies under Subsection 14.3 A.1.
4
- 5 C. The employee has abided by agency policies regarding the use of sick
6 leave if the employee qualifies under Subsection 14.3 A.1.
7
- 8 D. The employee has abided by agency policies regarding the use of vacation
9 leave and paid military leave if the employee qualifies under Subsection
10 14.3 A.2.
11
- 12 E. Donated leave is transferable between employees in different state
13 agencies with the agreement of both agency heads.
14
- 15 **14.3** An employee may donate vacation leave, sick leave, or personal holiday to
16 another employee only under the following conditions:
17
- 18 A. The receiving employee:
19
- 20 1. Suffers from, or has a relative or household member suffering
21 from, an illness, injury, impairment, or physical or mental
22 condition which is of an extraordinary or severe nature; or
23
- 24 2. The receiving employee has been called to service in the
25 uniformed services.
26

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D. Keogh

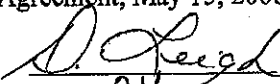
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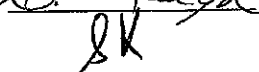
- 1 B. The illness, injury, impairment, condition, or call to service has caused, or
2 is likely to cause, the receiving employee to:
3
4 1. Go on leave without pay status; or
5
6 2. Terminate state employment.
7
8 C. The receiving employee's absence and the use of shared leave are justified.
9
10 D. The receiving employee has depleted or will shortly deplete his or her:
11
12 1. Vacation leave and sick leave reserves if the employee qualifies
13 under Subsection 14.3 A.1; or
14
15 2. Vacation leave and paid military leave allowed under RCW
16 38.40.060 if the employee qualifies under Subsection 14.3 A.2.
17
18 E. The agency head permits the leave to be shared with an eligible employee.
19
20 F. The donating employee may donate any amount of vacation leave,
21 provided the donation does not cause the employee's vacation leave
22 balance to fall below eighty (80) hours. For part-time employees,
23 requirements for vacation leave balances will be prorated.
24
25 G. Employees may not donate excess vacation leave that the donor would not
26 be able to take due to an approaching anniversary date.
27

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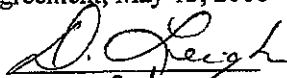
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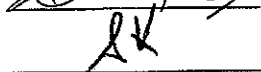
- 1 H. The donating employee may donate any specified amount of sick leave,
2 provided the donation does not cause the employee's sick leave balance to
3 fall below one hundred seventy-six (176) hours after the transfer. For
4 purposes of sick leave donation, a day equals the donor's monthly sick
5 leave accrual.
6
- 7 I. The donating employee may donate all or part of a personal holiday. Any
8 portion of a personal holiday that is not used will be returned to the
9 donating employee.
10
- 11 14.4 The agency head will determine the amount of donated leave an employee may
12 receive and may only authorize an employee to use up to a maximum of two
13 hundred sixty-one (261) days of shared leave during total state employment,
14 except that a non-permanent or on-call employee who is eligible to use accrued
15 leave or personal holiday may not use shared leave beyond the termination date
16 specified in the non-permanent or on-call employee's appointment letter.
17
- 18 14.5 The agency head will require the employee to submit, prior to approval or
19 disapproval, a medical certificate from a licensed physician or health care
20 practitioner verifying the severe or extraordinary nature and expected duration of
21 the condition when the employee is qualified under Subsection 14.3 A.1. The
22 agency head will require the employee to submit, prior to approval or disapproval,
23 a copy of the military orders verifying the employee's required absence when the
24 employee is qualified for shared leave under Subsection 14.3 A.2.
25
- 26 14.6 Any donated leave may only be used by the recipient for the purposes specified in
27 this Section.

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- 1
- 2 **14.7** The receiving employee will be paid his or her regular rate of pay; therefore, one
- 3 (1) hour of shared leave may cover more or less than one (1) hour of the
- 4 recipient's salary. The calculation of the recipient's leave value will be in
- 5 accordance with Office of Financial Management policies, regulations, and
- 6 procedures. The dollar value of the leave is converted from the donor to the
- 7 recipient. The leave received will be coded as shared leave and be maintained
- 8 separately from all other leave balances.
- 9
- 10 **14.8** All forms of paid leave available for use by the recipient must be used prior to
- 11 using shared leave when qualified under Subsection 14.3 A.1. All forms of paid
- 12 leave, except sick leave, available for use by the recipient must be used prior to
- 13 using shared leave when qualified under Subsection 14.3 A.2.
- 14
- 15 **14.9** Any shared leave not used by the recipient during each incident/occurrence as
- 16 determined by the agency director will be returned to the donor(s). The shared
- 17 leave remaining will be divided among the donors on a prorated basis based on
- 18 the original donated value and returned at its original donor value and reinstated
- 19 to each donor's appropriate leave balance. The return will be prorated back based
- 20 on the donor's original donation.
- 21
- 22 **14.10** All donated leave must be given voluntarily. No employee will be coerced,
- 23 threatened, intimidated, or financially induced into donating leave for purposes of
- 24 this program.
- 25
- 26 **14.11** The agency will maintain records that contain sufficient information to provide
- 27 for legislative review.

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2 **14.12** An employee who uses leave that is transferred under this Section will not be
3 required to repay the value of the leave that he or she used.

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ARTICLE 15
FAMILY AND MEDICAL LEAVE
PREGNANCY DISABILITY LEAVE

15.1

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the state Family and Medical Leave Act of 2006, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, parent, or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious health condition that requires on-site care or supervision by the employee. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

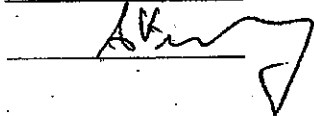
Tentative Agreement, June 26, 2006

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1 B. Entitlement to FMLA leave for the care of a newborn child or newly
2 adopted or foster child ends twelve (12) months from the date of birth or
3 the placement of the foster or adopted child.

4
5 C. The one thousand two hundred fifty (1,250) hour eligibility requirement
6 noted above does not count paid time off such as time used as vacation
7 leave, sick leave, exchange time, personal holidays, compensatory time
8 off, or shared leave.

9
10 15.2 The twelve (12) week FMLA leave entitlement is available to the employee,
11 provided that eligibility requirements listed in Section 15.1 are met. The FMLA
12 leave entitlement period will be a rolling twelve (12) month period measured
13 forward from the date an employee begins FMLA leave. Each time an employee
14 takes FMLA leave during the twelve (12) month period, the leave will be
15 subtracted from the twelve (12) weeks of available leave.

16
17 15.3 The Employer will continue the employee's existing employer-paid health
18 insurance, life insurance and disability insurance benefits during the period of
19 leave covered by FMLA. The employee will be required to pay his or her share
20 of health insurance, life insurance and disability insurance premiums.

21
22 15.4 The Employer has the authority to designate absences that meet the criteria of the
23 FMLA. The use of any paid or unpaid leave (excluding leave for a work-related
24 illness or injury covered by workers' compensation or assault benefits and
25 compensatory time) for an FMLA-qualifying event will run concurrently with, not
26 in addition to, the use of the FMLA for that event.

27
28 15.5 Serious health condition leave consistent with the requirements of the FMLA will
29 be granted to an employee in order to care for a spouse, son, daughter, or parent
30 who suffers from a serious medical condition that requires on-site care or

Tentative Agreement, June 26, 2006

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1 supervision by the employee. Personal medical leave consistent with the
2 requirements of the FMLA will be granted to an employee for his or her own
3 serious health condition that requires the employee's absence from work. The
4 Employer may require that such personal medical leave or serious health
5 condition leave be supported by certification from the employee's or family
6 member's health care provider.

7
8 **15.6** Personal medical leave or serious health condition leave covered by the FMLA
9 may be taken intermittently when certified as medically necessary.

10
11 **15.7** Upon returning to work after the employee's own FMLA-qualifying illness, the
12 employee will be required to provide a fitness for duty certificate from a health
13 care provider.

14
15 **15.8** The employee will provide the Employer with not less than thirty (30) days'
16 notice before the FMLA leave is to begin. If the need for the leave is
17 unforeseeable thirty (30) days in advance, then the employee will provide such
18 notice when feasible.

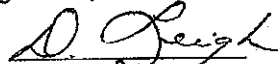
19
20 **15.9 Parental Leave**

21 A. Parental leave will be granted to the employee for the purpose of bonding
22 with his or her natural newborn, adoptive or foster child. Parental leave
23 may extend up to six (6) months, including time covered by the FMLA,
24 during the first year after the child's birth or placement. Leave beyond the
25 period covered by the FMLA may only be denied by the Employer due to
26 operational necessity. Such denial may be grieved beginning at the
27 agency director step of the grievance procedure in Article 29.

- 1 B. Parental leave may be a combination of the employee's accrued vacation
2 leave, sick leave for pregnancy disability or other qualifying events,
3 personal holiday, compensatory time, or leave without pay.
4

5 **15.10 Pregnancy Disability Leave**

- 6 A. Pregnancy disability leave will be in addition to the twelve (12) weeks of
7 FMLA leave.
8
9 B. Pregnancy disability leave will be granted for the period of time that a
10 permanent employee is sick or temporarily disabled because of pregnancy
11 and/or childbirth. An employee must submit a written request for
12 disability leave due to pregnancy and/or childbirth in accordance with
13 agency policy. An employee may be required to submit medical
14 certification or verification for the period of the disability. Such leave due
15 to pregnancy and/or childbirth may be a combination of sick leave,
16 vacation leave, personal holiday, compensatory time, exchange time and
17 leave without pay. The combination and use of paid and unpaid leave will
18 be the choice of the employee.



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Tentative Agreement, May 15, 2006

Employer D. Leigh

Union L. Krasny

Employer D. Leigh

Union L. Kress

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B. Any accrued vacation leave.

C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year.

D. Leave without pay.

Although the types of paid leave will be used in the order listed above, and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay rather than vacation or sick leave at their request.

16.3 Employees who report to work late will be allowed up to one (1) hour of paid time. Section 16.2 will apply to any additional late time.

Tentative Agreement, May 15, 2006

Employer

D. Leigh

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ARTICLE 17

MISCELLANEOUS PAID LEAVES

17.1 Employees will be allowed paid leave, during scheduled work time:

- A For examinations or interviews for state employment, when approved in advance;
- B. To receive assessment from the Employee Assistance Program, when approved in advance;
- C. To serve as a member of a jury, as specifically provided below in Section 17.4;
- D. To appear in court or administrative hearing, as specifically provided below in Section 17.5;
- E. For life-giving procedures, when approved in advance; or
- F. Bereavement Leave, as specifically provided below in Section 17.7.

17.2 Examinations/Interviews

When approved, employees will receive paid leave for attendance at examinations or interviews for state employment. Leave may include reasonable travel time.

17.3 Employee Assistance Program

When approved, employees will receive paid leave to receive assessment from the Employee Assistance Program.

Tentative Agreement, July 26, 2006

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Employer

D. Leigh

Union

A. Kuo

1 **17.4 Jury Duty**

2 Employees will receive paid leave and be allowed to retain any compensation
3 paid to them for their jury duty service. Employees will promptly inform the
4 Employer when notified of a jury duty summons and will cooperate in requesting
5 a postponement of service if warranted by business demands. If selected to be on
6 a jury, employee-requested schedule changes will be approved, if possible, to
7 accommodate jury duty service. If employees are released from jury duty and
8 there are more than two (2) hours remaining on their work shift, they may be
9 required to return to work.

10
11 **17.5 Witness/Subpoena**

12 Employees will promptly inform the Employer when they receive a subpoena. A
13 subpoenaed employee will receive paid leave, during scheduled work time to
14 appear as a witness in court or administrative hearing, except as provided in
15 Article 36.6, for work-related cases, unless he or she:

16
17 A. Is a party in the matter and is not represented by the Attorney General's
18 Office of the state of Washington, or

19
20 B. Has an economic interest in the matter.

21
22 Nothing in this Section will preclude an employee from receiving paid leave to
23 appear in court or an administrative hearing on behalf of the Employer.

24
25 **17.6 Life-Giving Procedures**

26 When approved, employees will receive paid leave, not to exceed five (5)
27 working days in a two (2) year period, for participating in life-giving procedures.

28 "Life-giving procedure" is defined as a medically-supervised procedure involving
29 the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and
30 other human body components for the purposes of donation, without

1 compensation, to a person or organization for medically necessary treatments.
2 Employees will provide reasonable advance notice and written proof from an
3 accredited medical institution, physician or other medical professional that the
4 employee participated in a life-giving procedure. Agencies may take into account
5 program and staffing replacement requirements in the scheduling of leave for life-
6 giving procedures.

7
8 **17.7 Bereavement Leave**

- 9 A. An employee is entitled to three (3) days of paid bereavement leave if his
10 or her family member or household member dies. An employee may
11 request less than three (3) days of bereavement leave.
12
13 B. The Employer may require verification of the family member's or
14 household member's death.
15
16 C. In addition to paid bereavement leave, the Employer may approve an
17 employee's request to use compensatory time, sick leave, vacation leave,
18 exchange time, his or her personal holiday or leave without pay for
19 purposes of bereavement and in accordance with this agreement.
20
21 D. For purposes of this sub-article a family member is defined as parent, step-
22 parent, sister, brother, parent-in-law, spouse, grandparent, grandchild,
23 child and step-child. A household member is defined as persons who
24 reside in the same home who have reciprocal duties to and do provide
25 financial support for one another. This term does not include persons
26 sharing the same house when the living style is primarily that of a
27 dormitory or commune.
28
29

ARTICLE 18
LEAVE WITHOUT PAY

18.1 Leave without pay will be granted for the following reasons:

- A. Family and medical leave (Article 15)
- B. Compensable work-related injury or illness leave (Article 19)
- C. Military leave

18.2 Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Child and elder care emergencies
- C. Governmental service leave
- D. Citizen volunteer or community service leave
- E. Conditions applicable for leave with pay
- F. Seasonal career employment
- G. Formal collective bargaining leave

Tentative Agreement, May 15, 2006

Employer

D. Leigh

Union

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1 H. As otherwise provided for in this Agreement

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5 **18.3 Limitations**

6 Leave without pay will be limited to twelve (12) months or fewer in any
7 consecutive five (5) year period, except for:

8

9 A. Compensable work-related injury or illness;

10

11 B. Educational leave;

12

13 C. Governmental service;

14

15 D. Military;

16

17 E. Seasonal career employment leaves;

18

19 F. Leave for serious health condition taken under the provisions of Article
20 15, Family and Medical Leave;

21

22 G. Leave taken voluntarily to reduce the effect of a layoff;

23

24 H. Leave authorized in advance by an appointing authority as part of a plan to
25 reasonably accommodate a person of disability; or

26

27 I. Leave to participate in union activities.

28

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Employer

D. Feigh

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1 **18.4 Returning Employee Rights**

2 Employees returning from authorized leave without pay will be employed in the
3 same position or in another position in the same job classification and the same
4 geographical area, as determined by the Employer, provided that such
5 reemployment is not in conflict with other articles in this Agreement. The
6 employee and the Employer may enter into a written agreement regarding return
7 rights at the commencement of the leave.
8

9 **18.5 Military Leave**

10 In addition to fifteen (15) days of paid leave granted to employees for active duty
11 or active duty training, unpaid military leave will be granted in accordance with
12 RCW 38.40.060 and applicable federal law. Employees on military leave will be
13 reinstated as provided in RCW 73.16 and applicable federal law.
14

15 **18.6 Educational Leave**

16 Leave without pay may be granted for educational leave for the duration of actual
17 attendance in an educational program.
18

19 **18.7 Child and Elder Care Emergencies**

20 Leave without pay may be granted for child and elder care emergencies. In lieu
21 of leave without pay, compensatory time or paid leave may also be used for child
22 and elder care emergencies.
23

24 **18.8 Seasonal Career Employment**

25 Leave without pay may be granted to seasonal career employees during their off-
26 season.
27

28 **18.9 Governmental Service Leave**

Tentative Agreement, May 15, 2006

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1 Leave without pay may be granted for governmental service in the public interest,
2 including but not limited to the U.S. Public Health Service or Peace Corps leave.
3

4 **18.10 Citizen Volunteer or Community Service Leave**

5 Leave without pay may be granted for community volunteerism or service.
6
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9 **18.11 Formal Collective Bargaining Leave**

10 Leave without pay may be granted to participate in formal collective bargaining
11 sessions authorized by RCW 41.80.
12

Tentative Agreement, May 15, 2006

Employer D. Leigh

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ARTICLE 19

WORK-RELATED INJURY OR ILLNESS

19.1 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay.

19.2 Assault Benefits

The Employer will follow the provisions of RCW 72.01.045 and agency policy with respect to employees of the Departments of Social and Health Services, Natural Resources, and Veterans Affairs who are victims of assault by residents, patients, or juvenile offenders. The Employer will follow the provisions of RCW 72.09.240 and agency policy with respect to employees of the Departments of Corrections and Natural Resources who are victims of assault by offenders. The Employer will follow the provisions of RCW 47.04.250 and agency policy with respect to employees of the Department of Transportation who are the victims of assault by motorists.

19.3 Return-to-Work (Excluding Department of Fish and Wildlife – Enforcement Officers)

The Employer will follow the provisions of WAC 357-19-505 through 535 and agency policy related to a return-to-work program.

1
2 **19.4 Return-to-Work for Department of Fish and Wildlife –**

3 **Enforcement Officers Only**

4 A. If an officer becomes temporarily disabled the officer may be eligible to
5 return to work in a modified duty assignment. The assignment may permit
6 the officer to work within the program in a modified capacity at the
7 current rate of salary.

8
9 B. Opportunity for modified duty assignments are limited and are subject to
10 approval and conditioning by the Chief. Possible assignments will be
11 based upon program needs and the officer's limitations. Assignments may
12 be denied when an officer is deemed not capable of fulfilling all of the
13 requirements of the modified duty assignment, or if the Chief determines
14 that there is insufficient need for an assignment. The Chief's decision is
15 final and is not subject to Article 29, Grievance Procedure.

16
17 C. Modified duty assignments must be presented to the
18 Chief in writing and will only be considered when the request is
19 accompanied by a medical prognosis and description of limitations as
20 determined by a licensed health care provider. If an assignment is
21 available, a written description of the assignment will be provided to the
22 requesting officer and to his or her chain of command and will require a
23 physician's approval that the officer is able to perform the modified duties.
24 The cost of medical evaluations and recommendations, if any, will be the
25 officer's responsibility.

26
27 D. Modified duty assignments do not affect the essential job functions
28 defined by the agency for the classifications covered by this Agreement.
29 Officers in modified duty assignments may not exercise the authority of

1 their commission, wear agency uniforms, or drive patrol vehicles unless
2 authorized by the Chief or designee.

3
4 E. Nothing in this article precludes an employee who becomes temporarily
5 disabled due to a non-work-related illness or injury from requesting to return
6 to work in a modified duty assignment. The opportunity for modified duty
7 assignments are limited and are subject to approval and conditioning by the
8 Chief's. The Chief's decision is final and is not subject to Article 29,
9 Grievance Procedure.

10
11 **19.5 General Provisions**

12 Employees suffering from a work-related injury or illness may be allowed to
13 adjust their schedules to attend any needed therapy or follow-up medical
14 appointments. Employees will not be required to use Family and Medical Leave
15 for work-related illness or injuries covered by workers' compensation or assault
16 benefits. Notwithstanding Section 18.1, of Article 18, Leave Without Pay, the
17 Employer may separate an employee in accordance with Article 32, Reasonable
18 Accommodation and Disability Separation.

19

Tentative Agreement, May 31, 2006

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ARTICLE 20
SAFETY AND HEALTH

20.1 The Employer, employee and Union have a significant responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA).

B. Employees will comply with all safety practices and standards established by the Employer.

C. The Union will work cooperatively with the Employer on safety-related matters and encourage employees to work in a safe manner.

20.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, including those used in the transporting of offenders, patients and/or clients, which employees will wear and/or use. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

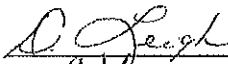
20.3 Each agency will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees.

20.4 Safety committees will consist of employees selected by the Union and employer-selected members. The number of employees selected by the Union must equal or exceed the number of employer-selected members. The number of union-


Tentative Agreement, June 14, 2006

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1 designated employee representatives on the committee(s) will be proportionate to
2 the number of employees represented by the Union at the permanent work
3 location. Meetings will be conducted in accordance with WAC 296-800-13020.
4 Committee recommendations will be forwarded to the appropriate appointing
5 authority for review and action, as necessary. The appointing authority or
6 designee will report follow-up action/information to the Safety Committee.

7

8 **20.5** The Employer will follow its practices regarding blood-borne pathogens.

9

10 **20.6** When an employee(s) worksite is impacted by a critical incident the Employer
11 will provide the employee(s) with an opportunity to receive a critical incident
12 debriefing from the Employee Assistance Program or other sources available to
13 the agency.

14

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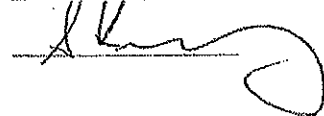
Tentative Agreement, June 14, 2006

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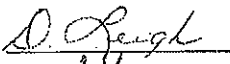
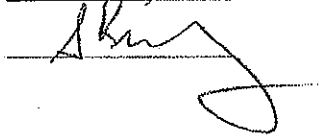
ARTICLE 21
UNIFORMS, TOOLS AND EQUIPMENT

21.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. When uniforms are required, the Employer will not reduce the uniform allowance or level of maintenance provided, during the term of this agreement. The same will apply to required footwear.

21.2 Tools and Equipment

The Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action.

Tentative Agreement, June 14, 2006 1
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1 **ARTICLE 22**

2 **DRUG AND ALCOHOL FREE WORKPLACE**

3
4 **22.1** All employees must report to work in a condition fit to perform their assigned
5 duties unimpaired by alcohol or drugs.

6
7 **22.2 Possession of Alcohol and Illegal Drugs**

8 A. The use or possession of alcohol by an employee is prohibited in state
9 vehicles, on agency premises, or other governmental or private worksites
10 where employees are assigned to conduct official state business, except
11 when:

12
13 1. The premises are considered residences, or

14
15 2. The premises or state vehicles are used for the transportation of,
16 purchase, distribution and sale of alcohol pursuant to state law.

17
18 B. The unlawful use, possession, delivery, dispensation, distribution,
19 manufacture or sale of drugs in state vehicles, on agency premises, or on
20 official business is prohibited.

21
22 **22.3 Notification of Prescription and Over-the-Counter Medications**

23 Employees taking physician-prescribed or over-the-counter medications, if there
24 is a substantial likelihood that such medication will affect job safety, must notify
25 their supervisor or other designated official of the fact that they are taking a
26 medication and the side effects of the medication.

27
28 **22.4 Drug and Alcohol Testing – Safety-Sensitive Functions**

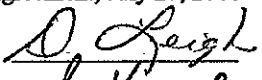
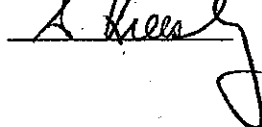
29 A. Employees required to have a Commercial Driver's License (CDL) or to
30 be licensed by the United States Coast Guard, are subject to pre-

Tentative Agreement, July 27, 2006

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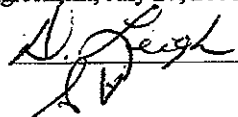
1 employment, post-accident, random and reasonable suspicion testing in
2 accordance with the U.S. Department of Transportation rules, Coast Guard
3 Regulations (46 CFR Part 16) or the Federal Omnibus Transportation
4 Employee Testing Act of 1991. The testing shall be conducted in
5 accordance with current agency policy.

6
7 B. In addition, employees who perform other safety-sensitive functions are
8 subject to pre-employment, post-accident, post-firearm shooting incidents,
9 and reasonable suspicion testing, conducted according to agency policy.
10 For purposes of this Article, employees who perform other safety-sensitive
11 functions are those issued firearms and those licensed health care
12 professionals who administer or dispense medications as part of their job
13 duties.

14
15 C. Post-accident drug and alcohol testing may be conducted when a work-
16 related incident has occurred involving death, serious bodily injury or
17 significant property/environmental damage, or the potential for death,
18 serious injury, or significant property/environmental damage, and when
19 the employee's action(s) or inaction(s) either contributed to the incident or
20 cannot be completely discounted as a contributing factor.

21
22 **22.5 Reasonable Suspicion Testing – All Employees Performing Safety-Sensitive**
23 **Functions and all Department of Transportation and Washington State**
24 **Patrol Employees**

25 A. Reasonable suspicion testing for alcohol or controlled substances may be
26 directed by the Employer for any employee performing safety-sensitive
27 functions or any employee of the Department of Transportation or
28 Washington State Patrol when there is reason to suspect that alcohol or
29 controlled substance use may be adversely affecting the employee's job



1 performance or that the employee may present a danger to the physical
2 safety of the employee or another.

3
4 B. Specific objective grounds must be stated in writing that support the
5 reasonable suspicion. Examples of specific objective grounds may include
6 but are not limited to:

- 7
8 1. Physical symptoms consistent with controlled substance and/or
9 alcohol use;
10
11 2. Evidence or observation of controlled substance or alcohol use,
12 possession, sale, or delivery; or
13
14 3. The occurrence of an accident(s) where a trained manager,
15 supervisor or lead worker suspects controlled substance/alcohol
16 use may have been a factor.

17
18 C. Referral

19 Referral for testing will be made on the basis of specific objective grounds
20 documented by a manager, supervisor or lead worker who has attended the
21 training on detecting the signs/symptoms of being affected by controlled
22 substances/alcohol and verified in person or over the phone by another
23 trained manager, supervisor or lead worker.

24
25 D. Testing

26 When reasonable suspicion exists, employees must submit to alcohol
27 and/or controlled substance testing when required by the Employer. A
28 refusal to test is considered the same as a positive test. When an employee
29 is referred for testing, he or she will be removed immediately from duty

1 and transported to the collection site. The cost of reasonable suspicion
2 testing, including the employee's salary will be paid by the Employer.
3
4

5 **22.6 Drug and Alcohol Testing -- General**

6 A. Testing will be conducted in such a way to ensure maximum accuracy and
7 reliability by using the techniques, chain of custody procedures,
8 equipment and laboratory facilities, which have been approved by the U.S.
9 Department of Health and Human Services. Employees in the same
10 agency as the employee being tested will not do collection and processing
11 of samples, excluding law enforcement officers using a breath-testing
12 device. An employee notified of a positive controlled substance test result
13 may request an independent test of his or her split sample at the
14 employee's expense. If the test result is negative, the Employer will
15 reimburse the employee for the cost of the split sample test.
16

17 B. An employee who has a positive alcohol test and/or a positive controlled
18 substance test may be subject to disciplinary action, up to and including
19 dismissal, based on the incident that prompted the testing, including a
20 violation of the drug and alcohol free work place rules.
21

22 **22.7 Training**

23 Training will be made available to managers, supervisors, and lead workers. The
24 training will include:
25

26 A. The elements of the Employer's Drug and Alcohol Free Workplace
27 Program;
28

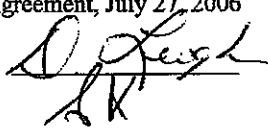
29 B. The effects of drugs and alcohol in the workplace;
30

Tentative Agreement, July 27, 2006

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Employer

Union



1 C. Behavioral symptoms of being affected by controlled substances and/or
2 alcohol; and

3
4 D. Rehabilitation services available.
5

Tentative Agreement, July 27, 2006

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Employer

D. Feigh

Union

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1 **ARTICLE 23**

2 **TRAVEL**

3
4 23.1 Employees required to travel in order to perform their duties will be reimbursed
5 for any authorized travel expenses (e.g. mileage and/or per diem), in accordance
6 with the regulations established by the Office of Financial Management and
7 agency policy.
8

9 23.2 During the course of conducting official state business, if an employee believes
10 use of his or her personal vehicle may present a potential threat to the employee's
11 safety, he or she will discuss appropriate alternatives with his or her supervisor.
12
13
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19

Tentative Agreement, June 26, 2006

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Employer

D. Leigh

Union

A. King

1 **ARTICLE 24**

2 **MEALS**

3
4 **Department of Social and Health Services – Institutions Bargaining Unit; School for**
5 **the Blind; School for the Deaf; Department of Transportation; Utilities and**
6 **Transportation Commission, Department of Veterans Affairs – Homes only,**
7 **Department of Corrections – Ahtanum View Correctional Complex and Pine Lodge**
8 **Corrections Center for Women, Military Department and the Washington State**
9 **Patrol**

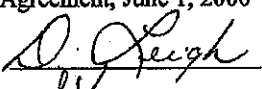
10
11 24.1 Except as provided in 24.2, meals will be provided in accordance with agency or
12 institution practices.

13
14 24.2 Employees purchasing meals in an Employer operated dining hall who are
15 required to return to duty without benefit of finishing the meal will be reimbursed
16 the purchase price of the meal or provided a replacement meal, if available.
17
18
19

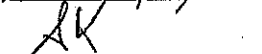
Tentative Agreement, June 1, 2006

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1 **ARTICLE 25**

2 **COMMUTE TRIP REDUCTION AND PARKING**

3
4 **25.1** The Employer will continue to encourage but not require employees covered by
5 this Agreement to use alternate means of transportation to commute to and from
6 work in order to reduce traffic congestion, improve air quality and reduce the
7 need for parking.
8

9 **25.2** Agencies may provide commute trip reduction incentives consistent with agency
10 policies and within available resources.
11

12 **25.3** During the term of this Agreement, agency-administered parking rates charged to
13 employees who work at facilities located off the Capitol Campus will not be
14 increased from the facility parking rates in existence as of June 30, 2005.
15

16 **25.4** The Department of General Administration will manage parking on the Capitol
17 Campus in accordance with RCW 46.08.172.
18

Tentative Agreement, May 15, 2006

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Employer *D. Leigh*

Union *A. Kossy*

1 **ARTICLE 26**

2 **HOUSING**

3
4 **26.1** The Employer will continue to follow agency policies and practices regarding
5 Employer-provided housing.
6

7 **26.2 Parks and Recreation Commission**

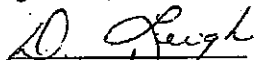
8 A. Employees housed on-site will be allowed to live in a residence in another
9 park in accordance with agency policy.

10
11 B. Employees will have the option to accept employer provided housing or
12 maintain a personal residence.
13
14
15

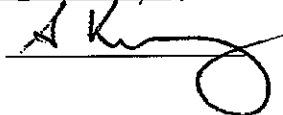
Tentative Agreement, June 26, 2006

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Employer



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1 **ARTICLE 27**

2 **DISCIPLINE**

3
4 **27.1** The Employer will not discipline any permanent employee without just cause.

5
6 **27.2** Discipline includes oral and written reprimands, reductions in pay, suspensions,
7 demotions, and discharges. Oral reprimands will be identified as such.

8
9 **27.3** When disciplining an employee, the Employer will make a reasonable effort to
10 protect the privacy of the employee.

11
12 **27.4** All agency policies regarding investigatory procedures related to alleged staff
13 misconduct are superseded. The Employer has the authority to determine the
14 method of conducting investigations.

15
16 **27.5 Investigatory Interviews**

17 A. Upon request, an employee has the right to a union representative at an
18 investigatory interview called by the Employer, if the employee
19 reasonably believes discipline could result. An employee may also have a
20 union representative at a pre-disciplinary meeting. If the requested
21 representative is not reasonably available, the employee will select another
22 representative who is available. Employees seeking representation are
23 responsible for contacting their representative.

24
25 B. The role of the union representative in regard to Employer-initiated
26 investigations is to provide assistance and counsel to the employee and not
27 interfere with the Employer's right to conduct the investigation. Every
28 effort will be made to cooperate in the investigation.

29
30
Tentative Agreement, July 31, 2006

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Employer

D. Leigh

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S. Kiers

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2 **27.6 Alternative Assignments**

3 An employee placed on an alternate assignment during an investigation will be
4 informed of the general reason(s) for the alternative assignment, unless it would
5 compromise the integrity of the investigation and will not be prohibited from
6 contacting his or her union steward unless there is a conflict of interest, in which
7 case the employee may contact another union steward. This does not preclude the
8 Employer from restricting an employee's access to agency premises.
9

10 **27.7 Pre-Disciplinary Meetings**

11 Prior to imposing discipline, except oral or written reprimands, the Employer will
12 inform the employee in writing of the reasons for the contemplated discipline and
13 an explanation of the evidence. The Employer will provide the Union with a copy
14 of the notice to the employee. Upon request, the Union will be provided copies of
15 written documents relied upon to take the action and the opportunity to view other
16 evidence, if any. The employee will be provided an opportunity to respond either
17 at a meeting scheduled by the Employer, or in writing if the employee prefers. A
18 pre-disciplinary meeting with the Employer will be considered time worked.
19

20 **27.8** The Employer will provide an employee with fifteen (15) calendar days' written
21 notice prior to the effective date of a reduction in pay or demotion.
22

23 **27.9** The Employer has the authority to impose discipline, which is then subject to the
24 grievance procedure set forth in Article 29. Oral reprimands, however, may be
25 processed only through the agency head step of the grievance procedure or, for
26 DSHS and DOC grievances sent to the Grievance Resolution Panel, through the
27 grievance panel only.
28

29 **27.10 Department of Corrections**

Tentative Agreement, July 31, 2006

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Employer

D. Leigh

Union

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1 An employee will be allowed to view grievances filed by an offender, which
2 allege staff misconduct pertaining to the employee. If the employee requests, the
3 employee will be notified of the eventual outcome of the alleged staff misconduct
4 grievance.
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Tentative Agreement, July 31, 2006

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Employer D. Leigh
Union AK

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ARTICLE 28

PRIVACY AND OFF-DUTY CONDUCT

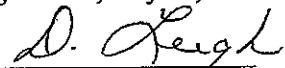
28.1 Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

28.2 When documents or information in an employee's personnel, payroll, supervisor, or training file are the subject of a public disclosure request, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date. The Employer will redact the employee's social security number on any document subject to a public disclosure request prior to its release.

28.3 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52 or are detrimental to the employee's work performance or the program of the agency. Employees will report any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their appointing authority within twenty-four (24) hours or prior to their next scheduled work shift, whichever occurs first. Employees, excluding those in the Washington State Patrol (WSP), will report any arrests that affect their ability to perform assigned duties to their appointing authority within forty-eight (48) hours or prior to returning to work, whichever occurs first. Employees in the WSP will continue to abide by WSP regulations relating to off-duty conduct.

Tentative Agreement, May 15, 2006

Employer



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- 1 28.4 Employees will notify the Employer prior to engaging in any off-duty
2 employment. Employees may engage in off-duty employment that will not
3 interfere with the performance of their duties or result in a conflict of interest.

Tentative Agreement, May 15, 2006

Employer

D. Leigh

Union

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